

## **EXECUTIVE EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 27th day of June 2016 by and between Metro Charter School ("Metro"), a California Public Charter School, and Kimberly Clerx ("Employee").

### **1. Employment:**

a. Duties: Employee will serve as the Principal of METRO during the term of this Agreement. Employee will perform the duties generally described in the Principal Job Description attached as Exhibit 1 to this Agreement, and such other duties as the METRO Board of Directors may assign. This is an exempt position not subject to overtime and minimum wage requirements. Employee will devote her best efforts and full-time attention to the performance of such duties. During the term of this Agreement, Employee will not render services of a similar nature to any other person or organization for compensation without the prior consent of METRO's Board of Directors. Employee agrees to abide by all METRO policies and procedures. Where there is a conflict between those procedures and the terms of this Agreement, this Agreement will prevail.

b. Term: Employee will be employed by METRO under the terms of this Agreement for a period commencing July 1, 2016 and extending through June 30, 2019, unless extended in writing by both METRO and Employee or terminated earlier in accordance with this Agreement.

### **2. Salary & Benefits:**

a. Salary: In consideration for the services to be rendered under this Agreement, METRO will pay Employee a gross base salary of \$5,000.00 per pay period, which is an equivalent to one hundred twenty thousand dollars \$120,000 annually, less applicable withholding, payable according to METRO's regular payroll practices.

b. Retirement Benefits: METRO will make contributions to the California State Teachers Retirement System for Employee in the amount of 8.25% of her salary. METRO does not make any representation and is not in any way responsible for the effect that Employee's employment with METRO under this Agreement will have on Employee's benefits, if any, under the California State

Teachers Retirement System. Employee will indemnify, defend and hold METRO harmless from and against any claims or liability that may arise related Employee's employment with METRO under this Agreement and their STRS retirement benefits.

c. Health Benefits: Employee will be eligible for all employee health benefits that METRO makes available to similarly situated employees, including but not limited to medical, dental, vision, and life insurance. METRO will provide coverage for Employee, Employee will pay for additional dependent coverage.

d. Vacation: Employee will be granted fifteen (15) days of vacation each year. The Board of Directors must approve vacation time in advance.

e. Professional Development: Employee will be granted four (4) days per year for attendance of professional development activities, training, or Conferences, provided that such professional development is pre-planned and approved by the Board of Directors.

f. Expenses: METRO will reimburse Employee for all ordinary and reasonable expenses incurred in connection with the performance of her job duties. Any expenses in excess of one thousand dollars (\$1,000) per expenditure must be preapproved by the Board of Directors.

g. Sick Days: Employee will be granted up to nine (9) sick days per school year, as needed. Unexpected significant illness or injury may be accommodated upon submission of medical certification from a physician and at the discretion of the Board of Directors.

h. Holidays: Employee will be granted the following holidays in alignment with the METRO school calendar: Martin Luther King Day, President's Day, Spring Break, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Winter Break.

3. Termination of Employment: Either METRO or Employee may immediately terminate this Agreement and Employee's employment at any time with or without cause, at its or her sole discretion. To the extent practical, METRO appreciates if Employee will give at least thirty (30) days notice of her intention to terminate employment.

a. Should METRO immediately terminate Employee's employment for cause, Employee will not be eligible for any severance pay. For the purposes of this Agreement, cause means if Employee: (i) refuses or fails to act in accordance with any specific direction or order of the METRO Board; (ii) exhibits unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (iii) has been or is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person, as permitted by law; (iv) if, by reason of any physical or mental incapacity, Employee has been or will be prevented from properly performing Employee's duties under this Agreement with or without reasonable accommodation; (v) violates any policy or procedure established by METRO; or (vi) breaches any material term of this Agreement.

b. Should METRO terminate Employee's employment without cause, METRO will pay Employee as severance compensation an amount equal to three (3) times Employee's then current Base Monthly Salary (exclusive of incentive or bonus pay, benefits and other non-cash remuneration), provided that Employee executes a General Release of all Claims in a form satisfactory to METRO.

c. Payment of severance pay required under this Section 3 will be paid in equal payments, corresponding to METRO's usual paydays, commencing upon Employee's date of termination from employment. If the monthly severance payment extends to the next fiscal year, a lump sum will be paid on July 1 of such year of any remaining severance payments.

4. Confidentiality: All Confidential Information to which Employee has knowledge or access shall be the exclusive property of METRO both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of the METRO Board, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or required by law.

a. Employee shall not take any Confidential Information that is in written, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with METRO without the prior written consent of the METRO Board. Upon the

termination of Employee's employment with METRO, Employee shall deliver promptly and return to METRO all such materials, along with all other property of METRO, in the Employee's possession, custody or control.

b. For the purposes of this Section 4, "Confidential Information" shall mean all information, data or knowledge regarding METRO, its operations, employees, clients, contractors or vendors not known generally to the public, including, but not limited to research and development, trade secrets, existing or proposed programs, purchases, sales, members, member lists, financial and marketing data, business plans, employee information, or benefits information.

5. Child Abuse and Neglect Reporting: California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a childcare custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

6. Waiver of Breach: The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

7. Assignment: The rights and obligations of the respective parties hereto under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

8. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said subject matter in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by Employee and the Board President of METRO.

9. Governing Law: This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.

10. Partial Invalidity: If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered the day and year first above written.

Metro Charter School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member, Metro Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

## **Exhibit I: Job Description**

### **Position: Principal**

The Principal shall embody, advocate, and put into operation the mission, vision and strategic direction of Metro Charter School. The Principal shall oversee all aspects of the school's programs, including financial, operational, educational operations, and strategic planning. The Principal shall not be a member of the Board of Directors but shall fulfill the role of Chief Executive Officer within the corporation and as the corporation's general manager shall have general supervision, direction and control over the corporation's business and officers, subject to the control of the Board of Directors. The Principal shall have the general powers and duties of management customarily vested in a corporation's CEO, and shall have other powers as the Board of Directors or the Bylaws may prescribe.

### **Essential Duties and Responsibilities:**

#### *Planning and Operations:*

- Oversee the day-to-day operations of the School including creating a positive school culture and environment of cooperation and respect at all levels;
- Ensuring compliance with federal, state, and district law and policy;
- Collaborate with the Board of Directors to plan and publicize all Board meetings, prepare agendas, arrange logistics, and attend all regularly scheduled Board meetings;
- Facilitate strategic planning with the Board of Directors;
- Diagnose the gaps between where the school is, versus where it aspires to be, and ensure that strategies and practices are implemented to close these gaps;
- Oversee the Director of Operations, who is primarily responsible for the business/operational functions of the school including accounting and payroll (with back-office services provider), HR, service contracts, reporting, compliance, facilities and more;
- Develop appropriate budget projections and resource allocation, in collaboration Business Manager and ExEd.

#### *Educational Leadership:*

- Recruit, hire, train and supervise talented teaching staff in implementing best practices consistent with Metro Charter's educational philosophies;
- Oversee the Director of Student Affairs and his/her responsibilities for teacher mentoring/coaching, professional development and evaluation; the SST and IEP process and ensuring appropriate services and supports for students with special needs; planning and collecting formative and summative assessment data and analyzing data; parent communications and more;
- Provide hands-on guidance and coaching to teachers as they create and implement a rigorous curriculum;
- Provide hands-on guidance and coaching to teachers in the development of multiple assessments;

- Use multiple sources of data to develop a plan for the improvement of student achievement and oversee the collection, analysis and utilization of this data in relation to specific students, teachers and curricula;
- Oversee teacher professional development via both in-house training sessions (including a week-long Summer Teacher Institute), visiting lecturers, external professional development opportunities and other resources (articles, web-based resources, and development of a school professional resources library);
- Develop and implement a teacher evaluation process;
- Develop partnerships with other area schools and educational consultants to support teacher's professional development;
- Oversee Metro's policies and programs relating to Special Education, English Learners, Gifted and Talented students and other sub-groups;
- Oversee and assist teachers with behavior management, including handling student suspension, expulsion and other disciplinary issues as needed.

#### *Communications*

- Promote the school mission and philosophy throughout the school community;
- Ensure open and clear lines of communication with all stakeholders, including working to resolve conflicts and disputes as they may arise between community members;
- Collaborate with Director of Student Affairs and other staff in providing regular communications to families via email, the school's website, letters home, and other avenues;
- Oversee self-evaluation efforts of the school relating to operations, including parent surveys
- Facilitate meetings of the School Advisory Council, facilitate parent volunteers, outreach to prospective and current families, coordinate parent education workshops, facilitate parent conferences, and work with other school leaders and parent volunteers to form community partnerships with appropriate agencies to provide services to our students and families.

#### *External Relations*

- Develop and maintain effective relationships with the District, and oversee all aspects of charter renewal, review and compliance;
- Represent the school at public meetings/forums, in the media and as a community leader.

### **Minimum Requirements:**

#### Minimum educational level:

- Bachelor's Degree required; Masters or Ph.D. preferred
- Administrative Credential preferred

#### Experience required:

- 3+ years working with students in an urban school environment as a full-time teacher preferred
- 5+ years of school leadership experience preferred

**Right to Revise:**

This job description is not meant to be all-inclusive and the School reserves the right to revise this job description as necessary without advance notice.

The statements herein are intended to describe the general nature and level of work being performed by employees, and are not to be construed, as an exhaustive list of responsibilities, duties and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer without notice.

Employee: I have received a copy of the above Job Description and agree to direct any questions to my supervisor.

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Signed

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Date